

REMARKS

Status of the Claims

Applicants have cancelled claims 4 and 13, without prejudice or disclaimer, and amended claims 1, 4, 9, 10, 13, 19, 20, 26, 27, 33, and 34. No new matter has been added. Support for the amendment can be found throughout the specification and figures, for example, in paragraph 75 of the specification and Figures 5 and 6. Claims 1, 5-10, 14-21, 23-28, 30-35, and 37-39 are currently under consideration.

Claim Rejections Under 35 USC § 103

Claims 1, 4-10, 13-21, 23-28, 30-35, and 37-39 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Bloom (U.S. Pre-Grant Pub. No. 2006/0020366) in view of Harvey et al. (USPN 6,519,568; hereinafter, "Harvey").

For a proper rejection under section 103(a), the Examiner must clearly articulate the reasons why the claimed invention would have been obvious. *KSR International Co. v. Teleflex Inc.*, 127 S.Ct. 1727, 1741, 82 USPQ2d 1385, 1396 (2007). Where the prior art fails to disclose each and every element of a claim, the Examiner must explain why the differences between the prior art and the claimed invention would have been obvious to one of ordinary skill in the art. M.P.E.P. § 2141(III), p. 2100-118 (Rev. 6, Sept. 2007). This explanation must include a clear basis for concluding that it would have been obvious to one of ordinary skill in the art to bridge the gap between the prior art and claimed invention. *Id.* The rejection cannot be based merely on conclusory statements. *KSR*, 127 S.Ct. at 1741, 82 USPQ2d at 1396.

In this case, Bloom in view of Harvey fails to teach or suggest each and every element of the claims. Moreover, the Examiner has failed to provide a clear basis as to why it would have been obvious to bridge the gap between the claims and the cited references. Furthermore, the differences between the claims and the cited references are such that the claims are non-obvious in view of the cited references.

Claim 1 recites a system for providing online service reports to user subscribers at the direction of a service administrator that includes, *inter alia*, a service hub coupled between the service administrator and one or more service providers, the service hub including a receiver that receives a control message containing definitions for macro messages and a decoder that decodes the service information from one or more operational messages comprising one or more of the macro messages to convey the service information exchanged between the service administrator

and the one or more service providers, the macro messages being defined according to the one or more service providers, the same macro message being capable of a different meaning among the one or more service providers, wherein the decoder decodes the macro messages based on the definitions contained in the control message to determine the service information; and a network server coupled between the service hub and the user subscribers via a communication network, the network server providing at least a portion of the selected service information associated with at least one of the macro messages to the selected user subscriber based on the access rights defined in the access messages as defined by one or more access macro codes comprising the access messages, wherein the access macro codes correspond to the at least one macro message. Claim 10, although of different scope, recites elements similar to those discussed above with regard to claim 1.

Claim 19 recites a method for providing online service reports to user subscribers by a service administrator that includes, *inter alia*, receiving definitions that associate macro messages with the service information; exchanging at least one operational message between the service provider and the service administrator, the at least one operational message comprising one or more of the macro messages that represent the service information, the macro messages being defined according to the one or more service providers, each macro message being capable of different meanings among the one or more service providers; decoding the operational message and the macro messages based on the definitions to extract the service information; and providing selected service information associated with at least one of the macro messages to the selected user subscriber, wherein the selected service information is derived from the service information based on the access rights as defined by one or more access macro codes comprising an access message, and the access macro codes correspond to the at least one macro message. Claims 26 and 33, although of different scope, recite elements similar to those discussed above with regard to claim 19.

In contrast, Bloom discloses a method and system for efficient package delivery (ePD), which include a processing flow that involves retailers, origination and destination regional distributions centers (RDC), and other distribution centers (Bloom, Abstract; FIGS. 1, 2, and 13). Bloom discloses that a retailer can initiate shipment of one or more items via the ePD system by executing the retailer's instance of ePD shipping application to record information associated with an order in Order Header and Order Detail database tables 1200 and 1202 (¶¶ 73 and 74;

FIG. 9A). Order Detail table 1202 includes a stock keeping unit (SKU) of the items being shipped, and SKU-related fields (e.g., an SKU size and a Temperature Code) of Order Detail table 1202 are populated with values stored in an SKU table 1250 (¶ 74). Bloom further discloses that when an origination RDC receives a shipment, the RDC's instance of the ePD shipping application copies various tables, including Order Detail table 1202, from the database of the retailer's instance of the ePD shipping application (Bloom, ¶¶ 103, 105, and 121).

As the Examiner noted, Bloom teaches that each retailer can have its own instance of SKU table 1250 in its database, which contains SKU-related values specific to that retailer (Office Action, p. 3, ll. 13-16; p. 10, ll. 14-20). Furthermore, as the Examiner recognized, Bloom fails to disclose that the service hub receives a control message containing definitions for the macro messages (Office Action, p. 5, ll. 1-3). In other words, Bloom teaches that the RDCs simply copy the SKU and SKU-related values from Order Detail table 1202 in databases of other instances of the ePD shipping application, but fails to teach or suggest at least a service hub coupled between the service administrator and one or more service providers, the service hub including a receiver that receives a control message containing definitions for macro messages and a decoder that decodes the macro messages based on the definitions contained in the control message to determine the service information; and a network server coupled between the service hub and the user subscribers via a communication network, the network server providing at least a portion of the selected service information associated with at least one of the macro messages to the selected user subscriber based on the access rights defined in the access messages as defined by one or more access macro codes comprising the access messages, wherein the access macro codes correspond to the at least one macro message, as recited in claim 1 and similarly recited in claim 10. Likewise, Bloom fails to teach or suggest at least receiving definitions that associate macro messages with the service information; decoding the operational message and the macro messages based on the definitions to extract the service information; and providing selected service information associated with at least one of the macro messages to the selected user subscriber, wherein the selected service information is derived from the service information based on the access rights as defined by one or more access macro codes comprising an access message, and the access macro codes correspond to the at least one macro message, as recited in claim 19 and similarly recited in claims 26 and 33.

Instead, the Examiner alleged that Harvey cures the deficiencies of Bloom with respect to the claims and that it would have been obvious to one of ordinary skill in the art, at the time the invention was made, to modify Bloom based on the teachings of Harvey (Office Action, p. 4, ll. 11-14; p. 5, ll. 4-7). Applicants respectfully disagree.

Specifically, Harvey discloses a data delivery system that manages the flow of oilfield data from an acquisition site to a remote delivery site using a central data hub (Harvey, Abstract; FIG. 1; col. 1, ll. 6-16). Harvey teaches that the central data hub enables point to multi-point data delivery in near real-time via an electronic hub (eHub) web server (FIG. 4; col. 14, ll. 62-67). Harvey further teaches that the eHub provides administrators with an interface to select any eHub resource and to set access control on the selected eHub resource (col. 26, ll. 27-63). Harvey, however, fails to teach or suggest at least a service hub coupled between the service administrator and one or more service providers, the service hub including a receiver that receives a control message containing definitions for macro messages and a decoder that decodes the macro messages based on the definitions contained in the control message to determine the service information; and a network server coupled between the service hub and the user subscribers via a communication network, the network server providing at least a portion of the selected service information associated with at least one of the macro messages to the selected user subscriber based on the access rights defined in the access messages as defined by one or more access macro codes comprising the access messages, wherein the access macro codes correspond to the at least one macro message, as recited in claim 1 and similarly recited in claim 10. Likewise, Harvey fails to teach or suggest at least receiving definitions that associate macro messages with the service information; decoding the operational message and the macro messages based on the definitions to extract the service information; and providing selected service information associated with at least one of the macro messages to the selected user subscriber, wherein the selected service information is derived from the service information based on the access rights as defined by one or more access macro codes comprising an access message, and the access macro codes correspond to the at least one macro message, as recited in claim 19 and similarly recited in claims 26 and 33.

Therefore, Bloom and Harvey, taken alone or in combination, fail to disclose, teach, or suggest each and every element recited in claims 1, 10, 19, 26, and 33. Furthermore, the Examiner has failed to provide a clear basis as to why the differences between the cited

references and claims 1, 10, 19, 26, and 33 would have been obvious. The Examiner merely alleged that that one of ordinary skill in the art “would have found it obvious to implement or incorporate Harvey’s [disclosure of] receiving access messages that define access rights of user subscribers and providing a portion of the service information based on the access rights in Bloom’s system in order to determine who has access to resources and the type of access [they] have.” (Office Action, p. 4, ll. 15-19; p. 5, ll. 8-12).

However, the Examiner’s reasoning provides no basis why it would have been obvious to modify the system disclosed in Bloom based on the teachings of Harvey to comprise at least a service hub including a receiver that receives a control message containing definitions for macro messages and a decoder that decodes the macro messages based on the definitions contained in the control message to determine the service information; and a network server providing at least a portion of the selected service information associated with at least one of the macro messages to the selected user subscriber based on the access rights defined in the access messages as defined by one or more access macro codes comprising the access messages, wherein the access macro codes correspond to the at least one macro message, as recited in claim 1 and similarly recited in claim 10. Similarly, the Examiner’s reasoning provides no basis why it would have been obvious to modify the system disclosed in Bloom based on the teachings of Harvey to include at least receiving definitions that associate macro messages with the service information; decoding the operational message and the macro messages based on the definitions to extract the service information; and providing selected service information associated with at least one of the macro messages to the selected user subscriber, wherein the selected service information is derived from the service information based on the access rights as defined by one or more access macro codes comprising an access message, and the access macro codes correspond to the at least one macro message, as recited in claim 19 and similarly recited in claims 26 and 33. Furthermore, the differences between Bloom and Harvey, even if properly combinable, and the claims are so great that the elements of claims 1, 10, 19, 26, and 33 are non-obvious in view of Bloom and Harvey.

For at least the foregoing reasons, Applicants submit that Bloom and Harvey, taken alone or in combination, fail to teach or suggest the subject matter recited in claims 1, 10, 19, 26, and 33. Accordingly, Applicants submit that claims 1, 10, 19, 26, and 33 are in condition for allowance, as are claims 5-9, claims 14-18, claims 20, 21, and 23-25, claims 27, 28, and 30-32,

and claims 34, 35, and 37-39 at least by virtue of their respective dependencies from allowable claims 1, 10, 19, 26, and 33. Therefore, Applicants respectfully request that the Examiner reconsider and withdraw the § 103(a) rejection of claims 1, 5-10, 14-21, 23-28, 30-35, and 37-39.

CONCLUSION

In light of the amendments contained herein, Applicants submit that the application is in condition for allowance, for which early action is requested.

Please grant any extensions of time required to enter this response and charge any additional required fees to our Deposit Account 17-0026.

Respectfully submitted,

Dated: June 25, 2009

By: 

Ashish L. Patel
Reg. No. 53,440
(858) 658-2585

QUALCOMM Incorporated
Attn: Patent Department
5775 Morehouse Drive
San Diego, California 92121
Telephone: (858) 658-2426
Facsimile: (858) 658-2502